

**CITY OF SAN JOSE AND ABMEI  
CITY PACKAGE PROPOSAL "A"**

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**PERIOD OF MEMORANDUM OF AGREEMENT**

July 1, 2011 – June 30, 2012 (See Attached)

**WAGES**

See Attached

**OVERTIME CALCULATION**

See Attached

**SALARY STEP STRUCTURE**

See Attached

**HEALTH AND DENTAL IN LIEU**

See Attached

**HEALTHCARE DUAL COVERAGE**

See Attached

**SICK LEAVE PAYOUT**

See Attached

**SICK LEAVE**

See Attached

**DISABILITY LEAVE**

See Attached

**HOLIDAY CLOSURE**

See Attached

**RELEASE TIME**

See Attached

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**COST OF REQUESTING LIST OF ARBITRATORS**

See Attached

**PROBATION**

See Attached

**SAFETY**

See Attached

**CONTRACTING OUT**

TBD

**VACATION HOUSEKEEPING**

See Attached

**HOUSEKEEPING**

See Attached

**SIDE LETTERS**

- Retirement Benefits for current and new employees
- Layoff
- Supplemental Retiree Benefit Reserve (SRBR)
- Subsidy for Public Transit

***This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.***

**PERIOD OF MEMORANDUM OF AGREEMENT**

Proposed Language:

This Agreement shall become effective July 1, 2011 except where otherwise provided, and shall remain in effect through June 30, 2012. No amendment or change to the provisions of this Agreement shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

It is the mutual desire of the parties to conclude the meet and confer process as early as possible prior to the expiration of this Agreement. Therefore, it is agreed that the parties will exchange initial written proposals no later than the first day of August immediately prior to the expiration of this agreement.

The parties shall then set the first meeting of the meet and confer process at their mutual convenience as soon thereafter as possible. At this first meeting the parties may establish a final date for submission of additional proposals.

*This language is intended to replace the language in:*

- *Article 1 of the ABMEI Memorandum of Agreement*

**CITY PROPOSAL – WAGES**

Proposed Language:

Effective June 27, 2010, all salary ranges for employees holding positions in classifications assigned to ABMEI (Union Code 03/031) shall be decreased by approximately 4.65%.

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to ABMEI (Union Code 03/031) shall be decreased approximately by an additional 5.45%. This will result in the top and bottom of the range of all classifications represented by ABMEI (Union Code 03/031) being an additional 5.45% lower. All employees will receive an additional 5.45% base pay reduction.

*This language is intended to replace the language in:*

- *Article 5.1.1 of the ABMEI Memorandum of Agreement (replaces Section 5.1.1 as approved by the City Council on April 27, 2010, via the Pay proposal in the City's Last, Best, and Final Offer)*

**CITY PROPOSAL – OVERTIME CALCULATION**

Proposed Language:

- 6.6 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. Paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.
- 6.6.1 Notwithstanding 6.6 above, any employee who works in excess of twelve consecutive hours shall be compensated at the rate of two (2) times the employee's hourly rate for all hours worked in excess of twelve (12) consecutive hours.

*This language is intended to replace the language in:*

- *Articles 6.6 through 6.6.2 and 6.8 of the ABMEI Memorandum of Agreement*

CITY PROPOSAL – SALARY STEP STRUCTURE

Proposed Language:

Salary Steps

Effective June 26, 2011, the salary steps for all classifications represented by **[Union]** will change from approximately 5% between each step to approximately 2.5%. This will result in an increase in the number of steps in the pay range.

*This language shall be added as:*

- *Article 5.1.8 of the ABMEI Memorandum of Agreement*
- *Article 5.1.7 of the IBEW Memorandum of Agreement*

**CITY PROPOSAL – HEALTH AND DENTAL IN LIEU**

Proposed Language:

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

*This language shall be added under:*

- *Article 5.5.4 of the ABMEI Memorandum of Agreement (replaces Article 5.5.4 as approved by the City Council on April 27, 2010, via the Healthcare – Health in Lieu proposal in the City’s Last, Best, and Final Offer)*

**CITY PROPOSAL – HEALTHCARE DUAL COVERAGE**

Proposed Language:

An employee may not be simultaneously covered by City-provided medical benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- *Article 5.5.5 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.1.6 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Health Insurance Section of the CAMP Compensation Summary*
- *Health Insurance Section of the AMSP Compensation Summary*
- *Article 5.3.1 of the ABMEI Memorandum of Agreement (replaces Section 5.3.1)*

Proposed Language:

An employee may not be simultaneously covered by City-provided dental benefits as a City employee and as a dependent of another City employee or retiree.

*This language shall be added under:*

- *Article 5.6.2 of the IBEW Memorandum of Agreement as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Units 41/42) as a new Section*
- *Article 11.2.3 of the AEA Memorandum of Agreement (Unit 43) as a new Section*
- *Dental Insurance Section of the CAMP Compensation Summary*
- *Dental Insurance Section of the AMSP Compensation Summary*
- *Article 5.4.1 of the ABMEI Memorandum of Agreement (replaces Section 5.4.1)*



**CITY PROPOSAL – SICK LEAVE PAYOUT**

Proposed Language

Effective July 1, 2011, no employee shall be eligible for a sick leave payout.

*This language is intended to replace the language in:*

- *Articles 18.2 through 18.4 of the ABMEI Memorandum of Agreement, in addition to any other changes approved by City Council on April 27, 2010, via the Sick Leave Payout proposal in the City's Last, Best and Final Offer.*
- *Articles 8.4 through 8.4.1.6 of the AEA (Unit 41/42) Memorandum of Agreement.*
- *Articles 8.4 through 8.4.1.6 of the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Sick Leave Payout" in the AMSP Benefit and Compensation Summary.*
- *The section entitled "Sick Leave Payout" in the CAMP Benefit and Compensation Summary.*
- *Articles 18.2 through 18.5 of the IBEW Memorandum of Agreement.*

**CITY PROPOSAL – SICK LEAVE**

Proposed Language:

No employee shall be entitled to or be granted sick leave, either with or without pay, unless he, or someone on his or her behalf, notifies the employee's immediate superior, Department Director, or designee of the employee's intent to take such sick leave, and of the reasons therefore, prior to the commencement of the sick leave provided, however, that the City Manager or designee may waive the requirement of such notice upon presentation of a reasonable excuse of such employee.

*This language is intended to replace the language in:*

- *Article 18.1.5 of the ABMEI Memorandum of Agreement.*

**CITY PROPOSAL – DISABILITY LEAVE SUPPLEMENT**

*Effective June 26, 2011, Disability Leave Supplement (DLS) is eliminated. Any employee receiving DLS as of June 25, 2011, will no longer be eligible to receive DLS starting June 26, 2011. Employees will only be eligible to receive Workers' Compensation Temporary Disability.*

*The following Articles shall be eliminated:*

- *Article 19 through Article 19.9.1, and Article 18.1.3.1 through Article 18.1.3.2, of the ABMEI Memorandum of Agreement, in addition to any other changes approved by City Council on April 27, 2010, via the Disability Leave Supplement proposal in the City's Last, Best and Final Offer.*
- *Article 8.6 through Article 8.6.10, Article 8.3.3, and Article 8.3.5, in the AEA (Units 41/42) Memorandum of Agreement.*
- *Article 8.6 through Article 8.6.10, Article 8.3.3, and Article 8.3.5, in the AEA (Unit 43) Memorandum of Agreement.*
- *The section entitled "Disability Leave" in the AMSP Benefit and Compensation Summary.*
- *The section entitled "Disability Leave" in the CAMP Benefit and Compensation Summary.*
- *Article 19 through Article 19.10.1, Article 18.1.2.1, and Article 18.1.2.3 of IBEW Memorandum of Agreement.*

**CITY PROPOSAL – HOLIDAY CLOSURE**

Proposed Language:

The City Manager or designee may determine that all non-essential City operations close for a Holiday Closure during the Christmas and New Year's holiday. In such event, employees shall be encouraged to take time off; however, it shall not be a requirement.

If a department participates in the Holiday Closure and the employee elects to participate in the Holiday Closure using the Holiday Closure payroll code, the employee will be required to pay retirement contributions on any Holiday Closure hours and will not accrue vacation or sick leave while taking Holiday Closure time off.

Employees will continue to accrue seniority while using the Holiday Closure payroll code as though they were at work.

*This language is intended to replace the language in:*

- *Articles 16.7 and 16.7.1 of the ABMEI Memorandum of Agreement*
- *Articles 16.7 of the IBEW Memorandum of Agreement*

*This language shall be added as:*

- *Article 8.1.4 of the AEA (Unit 41/42) Memorandum of Agreement*
- *Article 8.1.4 of the AEA (Unit 43) Memorandum of Agreement*
- *Holiday Closure in the CAMP Benefit and Compensation Summary*
- *Holiday Closure in the AMSP Benefit and Compensation Summary*

**CITY PROPOSAL – RELEASE TIME**

Proposed Language

City Paid Union Release Time (URT). The designated bargaining unit representative(s) shall use the City Paid Union Release Time (URT) payroll code for any paid time off eligible for release time from regular City duties to attend authorized meetings. The designated bargaining unit representative(s) shall not receive compensation for meetings that may occur outside their regular work hours, inclusive of any unpaid lunch period.

*This language shall be added as:*

- *New Article 31.1 of the ABMEI Memorandum of Agreement*
- *Article 6.3.2.3 of the AEA (Unit 41/42) Memorandum of Agreement*
- *Article 6.3.3 of the AEA (Unit 43) Memorandum of Agreement*
- *New section entitled "Release Time" in the AMSP Benefit and Compensation Summary*
- *New section entitled "Release Time" in the CAMP Benefit and Compensation Summary*
- *Article 12.8.10 of the IBEW Memorandum of Agreement*

**CITY PROPOSAL – ARBITRATION COST OF REQUESTING LIST OF ARBITRATORS**

Proposed Language:

The parties may mutually agree upon the selection of the arbitrator or the (Employee Organization/Union/Organization) shall request from the State of California Conciliation Service, to provide a list of seven (7) persons qualified to act as arbitrators. The (Employee Organization/Union/Organization) shall notify the Municipal Employee Relations Officer that such request is being made.

Any costs associated with obtaining a list from the State of California Conciliation Service shall be paid by the (Employee Organization/Union/Organization).

*This language is intended to replace the language in:*

- *Article 12.6.3 of the ABMEI Memorandum of Agreement*
- *Article 18.3.4.3 of the AEA (Units 41/42) Memorandum of Agreement*
- *Article 18.3.4.3 of the AEA (Unit 43) Memorandum of Agreement*
- *Article 12.6.3 of the IBEW Memorandum of Agreement*

**CITY PROPOSAL – PROBATION**

Proposed Language:

The City may at its discretion extend up to a maximum of six (6) months, the probationary period of an employee. The employee will be notified in writing of the length and reason of the extension.

*This language is intended to replace the language in:*

- *Article 25.2 in the ABMEI Memorandum of Agreement.*

**CITY PROPOSAL – SAFETY**

Proposed Language:

- 11.1 The City shall provide a reasonably safe and healthy working environment in accordance with applicable Local, State and Federal laws and regulations. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.
- 11.2 Any employee who believes a violation exists may request that the City make a determination as to the safeness of the work assignment and further, be protected under the Cal/OSHA regulations, including but not limited to Labor Code Section 6311.
- 11.3 No provisions of this Article shall be subject to the grievance procedure of this agreement.

*This language is intended to replace the language in:*

- *Article 11.1 through Article 11.5 of the ABMEI Memorandum of Agreement.*
- *Article 11.1 through Article 11.6 of the IBEW Memorandum of Agreement.*



**CITY PROPOSAL – VACATION HOUSEKEEPING**

Proposed Language:

**ARTICLE 17 VACATION AND PERSONAL LEAVE**

- 17.1 Vacation Accrual Rates. An employee shall be entitled to accrue vacation leave in the amount specified below for each cycle of 26 full biweekly pay periods immediately preceding December 31st, or portion thereof, in each year of their employment as specified below:

<b>Years of Service</b>	<b>Hours of Vacation per 26 Pay Period Cycle</b>
First 5 years	80 hours
6th year – 10th year	120 hours
11th year – 12th year	136 hours
13th year – 14th year	152 hours
15th year or more	168 hours

- 17.2 Employees shall not be allowed to accrue vacation in excess of two times their annual vacation accrual rate. Once the maximum accumulation has occurred, vacation will cease to accrue until the employee's vacation balance has fallen under their maximum vacation accrual amount.

An employee who is already above two times their annual vacation accrual rate will cease from accruing vacation until they have used enough vacation to bring them below their maximum accrual amount.

- 17.3 Payment for Unused Accrued Vacation Leave Upon Termination of Employment. If the employment by the City of any fulltime employee should cease, the employee shall be given full pay for any vacation leave which the employee may then have accrued.

- 17.4 Vacation Pay. If, in the judgment of the City Manager or designee, it is desirable by reason of a shortage of staffing or increased volume of work, to permit any fulltime employee to work for the City during the time ordinarily allocated to such employee for vacation purposes, the City Manager or designee may authorize such work. An employee who elects to perform such additional work shall be entitled to receive as additional compensation for such work an amount of money equal to their regular pay for such hours of work if such were not rendered during vacation leave, or, in lieu thereof, the employee may file an election in writing with the Office of Employee Relations to carry over such leave to the subsequent cycle of 26 biweekly pay periods.

- 17.5 Vacation Leave. Any and all leaves granted pursuant to this Article shall be granted at such time or times as will not reduce the number of employees below that which is reasonably necessary for the efficient conduct of the public business of such department, except no employee who is authorized to take a leave for vacation purposes shall be required to commence such leave at a time other than the beginning of a work week, unless the employee elects or consents to commence such leave at another and different time.

17.6.1 Subject to the above provisions, preference of vacation leave timing in any calendar year shall be determined as follows:

17.6.1.1 The work unit may determine the method for scheduling vacations, subject to departmental approval. Changes to an established department vacation scheduling policy are subject to ten (10) calendar days advance notice to the Union, in order to discuss the proposed changes or request to Meet and Confer, if applicable.

17.6.1.2 In the absence of an established department vacation scheduling policy, preference of vacation leave timing shall be given in order of seniority, except that pre-approved vacation shall be honored, subject to operational requirements. For purposes of this section, seniority shall be determined first by length of time served in the department, and, then, by time served in the City.

#### 17.7 Computation of Vacation Leave

17.7.1 For purposes of this Article, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, disability leave, compensatory time-off, or any other paid leave, shall be deemed to be "time worked."

17.7.2 Prior periods of employment shall be credited to the employee for purposes of determining vacation eligibility provided that during each such prior employment period, the employee achieved permanent status.

*This language is intended to replace the language in:*

- *Article 17 through Article 17.7.2 of the ABMEI Memorandum of Agreement.*

**CITY PROPOSAL – HOUSEKEEPING**

Proposed Language:

*Article 5.9.2*

- *Replace “International Conference of Building Officials (ICBO)” with “International Code Council (ICC)”*
- *Replace “ICBO” with “ICC”*
- *Add “City Policy Manual Section 4.3.1 outlines additional details of the program”*

*Eliminate Article 9.5*

*Article 11.3*

*Replace “Department of Industrial Safety” with “Department of Industrial Relations”*

*Article 11.4*

*Replace “Department of Industrial Safety” with “Department of Industrial Relations”*

*Article 17.8*

*Eliminate: “Each full time employee shall be entitled to a maximum of sixteen (16) hours of Personal Leave per payroll calendar year. Effective the first pay period of payroll calendar year 2008”*

*Article 17.8.1*

*Eliminate: “Employees hired on or after July 1 of each payroll calendar year, shall be entitled to only eight (8) hours of personal leave in the first payroll calendar year of employment. Effective the first pay period of payroll calendar year 2008,”*

*Article 29*

*Eliminate: “Human ResourcesHuman ResourcesHuman Resources”*

## Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS  
(ABMEI)

## RETIREMENT REFORM

The City and the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) agree to continue meeting and conferring on pension and retiree healthcare benefits for current and future employees.

Either the City or ABMEI may provide notice to the other of its request to continue to meet and confer. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or ABMEI receives notice from the other. The City and ABMEI shall continue to meet and confer in good faith in an effort to reach a mutual agreement.

If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and ABMEI.

FOR THE CITY:

FOR ABMEI:

Aracely Rodriguez  
Office of Employee Relations

Date

Steve Stender Date  
Association of Building, Mechanical, and  
Electrical Inspectors (ABMEI)

# Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS  
(ABMEI)

## LAYOFF

The City or the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) may provide notice to the other of its request to meet and confer on modifications to the City's layoff process and procedure, including the provisions of the Layoff article in the Memorandum of Agreement. Upon such notice, the parties shall meet within ten (10) calendar days after the City or ABMEI receives notice from the other. The City and ABMEI shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

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FOR THE CITY:

FOR ABMEI:

Aracely Rodriguez  
Office of Employee Relations

Date

Steve Stender Date  
Association of Building, Mechanical, and  
Electrical Inspectors (ABMEI)

# Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS  
(ABMEI)

**SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)**

The City and the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or ABMEI may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or ABMEI receives notice from the other.

To the extent that any change to the SRBR program is a mandatory subject of bargaining, the City and ABMEI shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

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FOR THE CITY:

FOR ABMEI:

Aracely Rodriguez  
Office of Employee Relations

Date

Steve Stender Date  
Association of Building, Mechanical, and  
Electrical Inspectors (ABMEI)

## **Side Letter Agreement**

BETWEEN

THE CITY OF SAN JOSE

and

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS  
(ABMEI)

### **SUBSIDY FOR PUBLIC TRANSIT**

The City and the Association of Building, Mechanical, and Electrical Inspectors (ABMEI) agree to discuss the programs available to employees that provide subsidy for public transit. Discussions shall include, but not be limited to, modifications to the programs, voucher amounts and elimination of the programs.

Either the City or ABMEI may provide notice to the other of its request to discuss the programs available to employees that provide subsidies for public transit. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or ABMEI receives notice from the other.

To the extent that any change to the programs may be a mandatory subject of bargaining, the City and ABMEI shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367. The parties understand that this means that, notwithstanding any other provision in any successor Memorandum of Agreement, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

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FOR THE CITY:

FOR ABMEI:

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Aracely Rodriguez  
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Date

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Steve Stender  
Association of Building, Mechanical, and  
Electrical Inspectors (ABMEI)

Date